

ATTACHMENT A

(to AT&T Brief on Exceptions (Reopening))

ICC Docket No. 98-0555

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Beginning on page 145 of the HEPOR, and ending on page 151, **replace** section A “OSS Conditions” and section B “Additional OSS Commitments,” including the language following Commitment (32), with the following text:

A. OSS Conditions

Joint Applicants will meet the following timetables and milestones regarding integration of OSS processes in Illinois:

Joint Applicants shall implement a comprehensive plan for improving the OSS systems and interfaces available to CLECs in Illinois. The Joint Applicants’ plan shall consist of the following commitments.

Application-to-Application Interfaces Commitments

Ameritech Illinois will deploy, in accordance with the schedule noted below, commercially ready, application-to-application interfaces as defined, adopted, and periodically updated by industry standard setting bodies for OSS (e.g., Electronic Data Interchange (“EDI”) and Electronic Bonding Interface (“EBI”)) that support pre-ordering, ordering, provisioning, maintenance and repair, and billing for resold services, individual UNEs, and combinations of UNEs.

Deployment of the application-to-application interfaces will be carried out in three phases.

Phase 1: In advance of the Merger Closing Date, SBC/Ameritech shall complete a publicly available Plan of Record (which shall consist of an overall assessment of SBC’s and Ameritech’s existing OSS interfaces, business processes and rules, hardware capabilities, data capabilities, and differences, and SBC’s and Ameritech’s plan for developing and deploying application-to-application interfaces and graphical user interfaces for OSS, as well as integrating their OSS processes). That plan shall be accepted, or rejected, by this Commission after an expedited (two week) CLEC comment cycle.

Phase 2: SBC/Ameritech shall work collaboratively with ICC Staff and Illinois CLECs, in a series of workshops, to obtain written agreement on OSS interfaces, enhancements, and business requirements identified in the Plan of Record. Phase 2 shall be conducted under the auspices of the ICC and shall be completed in a total of 3 months unless the parties mutually agree to extend Phase 2, or pursuant to Commission approval of a

reasonable request for an extension by a participating party. If the CLECs and SBC/Ameritech have not reached agreement after one month of such sessions (unless there is a mutually agreeable extension or a Commission order extending this date after a reasonable request is made by a participating party to continue negotiations), the parties shall prepare a list of the unresolved issues in dispute and submit the remaining unresolved issues in dispute to consolidated binding arbitration. The parties must submit the unresolved issues to binding arbitration no later than one week after the conclusion of the collaborative sessions (unless there is a mutually agreeable extension). Any such consolidated binding arbitration shall be conducted before an independent third party arbitrator in consultation with subject matter experts selected from a list of three firms supplied by SBC/Ameritech and three firms supplied by the Illinois CLECs. The independent third-party arbitrator shall be chosen by agreement of the parties and, if intervention is necessary, by two arbitrators, one chosen by the CLECs and one chosen by Joint Applicants. This arbitration shall be concluded within 7 weeks of submission of the unresolved issues (unless there is a mutually agreeable extension). In the event that SBC/Ameritech and the participating Illinois CLECs are able to come to written agreement regarding some OSS issues, but not all, those issues that have been agreed to shall immediately proceed to Phase 3.

Phase 3: SBC/Ameritech shall develop and deploy, on a phased-in approach, the system interfaces, enhancements and business requirements consistent with the written agreement obtained in Phase 2. The date for completion of Phase 3 is 12 months after completion of Phase 2, unless a majority of the CLECs participating in Phase 2 agree to an extension. The completion date shall begin to run after the completion of a written agreement in Phase 2, or the effective date of a final decision by the arbitrator in Phase 2, whichever is later. If one or more CLECs contend that SBC/Ameritech has not developed and deployed the system interfaces, enhancements, and business requirements consistent with the written agreement obtained in Phase 2, or has not complied with the arbitrator's decision received in Phase 2, they may submit the contested issues to binding arbitration consistent with the procedures identified in Phase 2 except that this arbitration shall be concluded within 2 months.

Graphical User Interfaces

Ameritech Illinois will deploy graphical user interfaces (e.g., Toolbar interface) for OSS that support pre-ordering, ordering, provisioning, maintenance and repair, and billing for resold services, individual UNEs, and combinations of UNEs. Deployment of graphical user interfaces will be carried out on the same three-phase schedule as application-to-application interfaces.

Direct Access to Service Order Processing Systems

In addition to the application-to-application and graphical user interfaces described herein, SBC/Ameritech shall offer to develop direct access to Ameritech's service order processing system for resold services, UNEs and UNE combinations. SBC/Ameritech, before the Merger Closing Date, shall provide written notice of the specific systems that SBC/Ameritech will make available for direct access and the committed date by which such access will be provided, including comprehensive user training for interested CLECs. Upon submission of this documentation, and its service on all parties in this docket, this Commission will seek comments from interested CLECs and make a binding determination regarding whether or not the proposal of SBC/Ameritech fulfills the intent of this provision. The only charges associated with any development necessary to provide such access that will be passed on to CLECs are those reasonable costs associated with delivering user training classes.

B. Additional OSS Commitments

To the extent that OSS issues in addition to those identified above are raised in any collaborative process, Joint Applicants shall make such issues part of the appropriate collaborative processes.

- (32) Performance Measuring, Benchmarks and Liquidated Damages - Joint Applicants will initially establish performance measurements, benchmarks and provide for liquidated damages in accordance with the performance measurements, benchmarks and liquidated damages commitment set forth below; and Joint Applicants will discuss revisions, additions, deletions, and any other issues relating to those measurements, benchmarks and liquidated damages in workshops as provided below (to the extent that issues in addition to those identified below are raised in any collaborative process, Joint Applicants shall make such issues part of the appropriate collaborative processes):

Performance Measures, Benchmarks and Liquidated Damages Commitments

1. Before the merger closing date, Joint Applicants will file a public document with the Commission, to be served on all parties in this case, identifying all of the Texas performance measures and related benchmarks (which are outlined in Attachment 1 to this Order) that SBC/Ameritech believe are feasible to implement in Illinois and that SBC/Ameritech agree to implement in Illinois (including the 79 measures/benchmarks referred to below). If Joint Applicants believe that certain of these 122 Texas measures are not technically or economically feasible, they should at that time indicate why.

2. Within 90 days of merger closing, Joint Applicants should initiate a collaborative with the Commission Staff, CLECs and other interested parties. The topics to be discussed in that collaborative should include, but not necessarily be limited to: (1) which of the Texas measures and benchmarks are feasible to implement in Illinois; (2) the adoption of performance measures in addition to those Texas measures; (3) the adoption of appropriate benchmarks for the measures implemented in Illinois (including potentially different benchmarks than those adopted in Texas), as well as other measures that CLECs may propose in the collaborative; and (4) other issues relating to the appropriate remedies and liquidated damages for missed benchmarks. At the end of that collaborative, the parties shall submit a list of unresolved issues to the Commission. The Commission should then order briefing and/or hearings to be held on these issues with a final binding Commission decision to follow.
3. Beginning 120 days following the Merger Closing Date and completing within 240 days following the Merger Closing Date, SBC/Ameritech will implement in Illinois each of the Texas measures/benchmarks that they determine are feasible to implement in Illinois.
4. Within 240 days following the Merger Closing Date, Ameritech Illinois will implement in Illinois at least 79 of the 122 Texas performance measurements and related measures/benchmarks. Ameritech Illinois will not raise economic or technical feasibility as an excuse for noncompliance with this commitment. Within 310 days following the Merger Closing Date, SBC/Ameritech will file a letter in this docket and serve such letter upon all CLECs with whom Ameritech Illinois has an approved interconnection agreement attesting whether or not Ameritech Illinois has met this commitment, as well as its commitment to implement all feasible performance measures/benchmarks within 240 days of merger closing. Such attestation is subject to review by the Commission. If SBC/Ameritech attest that they did not, or the Commission finds that they did not implement in Illinois at least 79 of the 122 performance measurements and related standards/benchmarks within of 300 days following the Merger Closing Date, SBC/Ameritech will make a payment of \$30 million, as follows:
 - a. \$26.25 million, as payments to CLECs providing end-user service within Ameritech Illinois' service area as of the date 300 days following the Merger Closing Date as follows:
 - A. A CLEC's Access Lines, for each CLEC, shall be its total number of access lines in service, including, without limitation, residence access lines, business access lines and end-user trunks, and ISDN lines, whether resold or not, measured as of the date 300 days following the Merger Closing Date, within Ameritech Illinois' current service area. Each CLEC that desires to receive any of the \$26.25

million in payments must provide to the Commission Staff, no later than 330 days following the Merger Closing Date, a report identifying the number of such lines and trunks for that CLEC. Such report shall separately identify: i) the number of resold Ameritech Illinois access lines; ii) the number of unbundled loops purchased from Ameritech Illinois; and iii) all other such lines and trunks in service within Ameritech Illinois' current service area. Each CLEC submitting such a report will certify to the Commission Staff the accuracy of such report. The Commission Staff will notify each qualifying CLEC of its pro-rata share of the \$26.25 million. Thirty days after the date of such notice, the Commission Staff will provide notice to SBC/Ameritech as to the appropriate disbursement of the \$26.25 million. Within 60 days of receiving this notice from the Commission Staff, Ameritech Illinois will issue checks totaling \$26.25 million made payable to each qualifying CLEC for the disbursement amounts listed in Staff's notice to Ameritech Illinois.

B. Total CLEC Access Lines shall be the sum of A. above for all qualifying CLECs submitting a timely report.

C. A CLEC's Pro-Rata Share shall be the ratio of A. above for that CLEC, divided by B.

D. Each affected CLEC within Ameritech Illinois' current service area shall receive a payment equal to \$26.25 million multiplied by the CLEC's Pro-Rata Share; and

b. \$3.75 million to the Community Technology Fund described below.

5. If Ameritech/Illinois reports that it has met the commitments as provided and that is disputed, the Commission may issue an order to resolve that dispute and may set forth-appropriate time frames.

6. For each Agreed to Standard/Benchmark to be implemented in Illinois that has an SBC agreed-upon remedy in Texas, SBC/Ameritech will implement that remedy in Illinois pending the results of the collaborative process. The Illinois collaborative process is not precluded from considering any other remedy or remedies, or any other remedy plan, or revising those Texas remedies in any form.

7. If any participant in the collaborative process disputes SBC/Ameritech's determination that it is not feasible to implement a particular

measure/benchmark in Illinois, the collaborative participants will collaborate to resolve such dispute in the collaborative process. If any such dispute cannot be resolved through the collaborative process, any participant may ask the Commission to resolve such dispute. In any such dispute that may arise before the Commission, SBC/Ameritech retains the burden of proving to the Commission that it is not feasible to implement that measurement/benchmark in Illinois.

8. Ameritech Illinois will provide a report to the Commission Staff on the results of its performance measurements on a quarterly basis, beginning the first full calendar quarter in which Ameritech Illinois has at least one full month of data for one or more performance measurements, and will report with respect to transactions affecting Illinois CLECs relative to their provision of service to end users in Illinois. Performance measurement reports will be provided to Illinois CLECs on request and will be made available electronically if so requested.